Idaho WIC Program

WIC Vendor Guide

Idaho WIC Program

Department of Health & Welfare
Bureau of Clinical and Preventive Services

450 West State Street P.O. Box 83720 Boise, ID 83720-0036

Phone: (866) 347-5484 FAX # (208) 332-7362





What is WIC?

WIC is the Special Supplemental Nutrition Program for Women, Infants and Children. It is a short term program designed to influence a lifetime of nutrition and health. The purpose of the WIC Program is to prevent health problems and improve the health and nutritional well being of our nation's women, infants, and children (WIC) during critical growth periods.

Special supplemental foods high in iron, protein, calcium, vitamins A, C and D, and minerals have been carefully selected and are individually prescribed to meet the nutritional needs of the WIC customer. Authorized by the United States Department of Agriculture (USDA), WIC is administered by the Idaho State WIC Program, Department of Health, Bureau of Clinical and Preventive Services. WIC is a 100% federally funded program that provides nutritious food via prescriptive vouchers (Idaho uses checks) and cash value vouchers (CVV). WIC checks are printed for specific food items and cash value vouchers are printed with a maximum dollar amount for the purchase of fruits and vegetables to meet the key nutrient needs of pregnancy and early childhood growth and development.

WIC is available to pregnant, breastfeeding (up to 1 year postpartum) and postpartum (up to 6 months postpartum) women, infants, and children up to age 5. To participate in Idaho these individuals must meet the following criteria:

- Be a resident of Idaho
- Meet income guidelines
- Be at nutritional risk (A health care provider makes the nutritional risk assessment at no cost to the individual.)

WIC services are provided at no cost to eligible families and include:

- Healthy Foods
- Health Screening
- Health and Nutrition Classes
- Referrals to Community Support Services
- Breastfeeding Information and Support
- Individual Counseling with Licensed Register Dietitians
- Recipes, Newsletters and Educational Materials



Role of the vendor

Authorized WIC Vendors play a unique role in the WIC Program and are critical to the success, integrity, and effectiveness of the program. The decision to become an authorized WIC vendor is an important one and is appreciated by the State of Idaho.

Local WIC agencies issue WIC checks that contain specific foods and a cash value voucher for fruits and vegetables designed to supplement the WIC customer's nutritional needs. The vendors' role is to ensure that the WIC customer purchases what is prescribed on the WIC check according to the Idaho Authorized Food List. This role also includes allowing the WIC customer to use their cash value voucher to purchase fruits and vegetables according to the Idaho Authorized Food List (see WIC Check and Cash Value Voucher Cashing Procedures for redemption guidelines). Most WIC customers select a vendor that will provide the remainder of their shopping needs and provide good customer service. Current studies show WIC customers spend an additional three to four dollars in cash or SNAP (Supplemental Nutrition Assistance Program, formerly food stamps) benefits for every WIC dollar spent.

TRAINING

The purpose of this vendor training guide is to provide instruction on proper management practices and requirements to assist vendors and their staff in reducing errors and improving the integrity of each WIC transaction. Authorized vendors must send a vendor representative to attend mandatory training sessions per the Vendor Contract. Failure to attend the mandatory training sessions will result in termination from the Idaho WIC Program.

Most correspondence from the State WIC office will be sent to the store manager/director or the owner. Please remember that any correspondence received by the vendor is urgent and should be opened immediately.

Training dates, times, and locations will be announced in advance. At the time of training a Training Verification form is provided and must be signed by the vendor representative and returned to the state trainer. By signing this form the vendor representative agrees to train all personnel on the material presented.

It is the vendor's responsibility to ensure all employees are trained on WIC policies and procedures, especially if there is a large employee turnover. The vendor shall be held accountable for the actions or inactions of its owners, officers, managers, agents, and employees who commit vendor violations in the redemption of WIC checks and cash value vouchers and the provision of WIC approved foods and infant formula.

If an English interpreter is needed during the training session, it is the responsibility of the vendor to obtain one and to pay for the services.



This material can be reproduced and/or placed in a binder. Vendors can request additional copies as well as additional training from the State WIC Office.

The WIC Customer

WIC VENDOR SIGN

The Vendor shall visibly post by the front doors or windows of their business, at all times, the "WIC Growing Healthy Families/Idaho WIC Checks Honored Here" sign provided by the State or indicate in signage that WIC is an accepted method of payment so that WIC customers can identify the vendor as an authorized Idaho WIC Vendor.



CUSTOMER SERVICE AND COURTESY

Quality customer service and courtesy is important when conducting any transaction.



A WIC customer may not be discriminated against for participating in WIC, be sent to a special checkout line, or have restricted shopping times. Negative or derogatory comments are not acceptable.

Important points to remember for good customer service and satisfaction:

- A good first impression lasts and lasts
- Be helpful, courteous, knowledgeable, approachable and professional.
 Smile sincerely.
- Have a friendly expression and make eye contact
- Focus on what can be done and offer help, but ensure program integrity
- Always exercise patience with WIC customers bringing unauthorized foods to the check stand; they may be new to the WIC Program and unfamiliar with the appropriate food selections

Be aware of:

- Non-verbal messages; what is not said is just as important as what is said.
 Example: eye rolling.
- Losing your temper and saying things that will reflect badly on your store
- Situations that can affect the transaction (Crying/tired infants and toddlers is a common factor)

CUSTOMER CONFIDENTIALITY

Any information vendor staff learns about a WIC customer during a WIC transaction must be kept confidential. For example it would be a breach of confidentiality to say to a friend, "Did you know Wendy is on WIC?" In addition, vendors must not post names or other customer information in any area where every customer could see. Also if calling for assistance with a WIC transaction over the stores' PA system do not identify that it is a "WIC" transaction.

The Vendor may deny service to WIC participants ONLY for the following reasons: verbal or physical abuse, or threat of physical abuse to vendor staff, theft or attempted theft of vendor items. Service to WIC participants can be denied for these reasons only if purchase of non-WIC items is also denied. Vendor employees may follow their policy in these situations, including calling security and/or the police to have the customer removed from the store.

CIVIL RIGHTS (DISCRIMINATION)

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provide and employer."

The Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 and with the nondiscrimination provisions of Departmental regulations (Parts 15, 15a, and 15b of this title).

The Vendor agrees to offer WIC participants, parents, or caretakers of infant or child participants and proxies the same respect, customer services, and courtesies offered to other customers.

Bookkeeping information

WIC VENDOR STAMP

Upon authorization the State WIC Program will provide each vendor with two identification stamps with the vendor's WIC Identification (ID) number on it. If a vendor changes ownership, closes, or is disqualified from WIC, they should discontinue accepting WIC checks. Idaho WIC's banking contractor will be alerted of the status and checks submitted for payment will be denied.

The vendor must use a regular black ink pad and keep the stamp cleaned regularly and in a secure location to prevent fraudulent use. Replacement stamps can be requested by calling the State WIC Vendor Coordinator at (208) 334-4933 or toll free at (866) 347-5484.

BOOKKEEPING TIPS

Bookkeeping Tips before depositing WIC checks or the cash value vouchers:

- Check for valid start and end dates
- Ensure the price is clearly written in the "Pay Exactly" box
- Clearly stamp your vendor number in the "Pay to the Order of" box, be sure to use sufficient ink and be careful not to smear or double stamp the image.
- Check for signature in the "Authorized Signature (must be signed at vendor counter)" box
- Deposit WIC checks and cash value vouchers within sixty (60) days of the "First Day to Use" printed on the WIC check or cash value voucher
- Re-deposit WIC checks and cash value vouchers returned for "Missing Vendor (number), etc." stamp the WIC check or cash value voucher and re-deposit within sixty (60) days from "First Date to Use" printed on the WIC check or cash value voucher. Do NOT send these returned WIC checks or cash value vouchers to the State Office; the store will be paid faster by re-depositing the WIC checks or cash value vouchers.
- The vendor cannot hand write or complete a partial vendor stamp ID number on the WIC
 check or cash value voucher. If the vendor hand writes or completes a partial vendor stamp ID
 number the WIC check or cash value voucher will become invalid and will be returned to the
 vendor unpaid.

Deposit WIC checks and cash value vouchers into the vendor's regular checking account. List the total amount of WIC checks and cash value vouchers on a separate line of the deposit slip.

The State will not reimburse the vendor for WIC checks or cash value vouchers rejected for Post Dated, Stale Dated, Altered, Missing Signature or Wrong (unauthorized) Vendor. These violations are considered fatal errors and the State will not reimburse the Vendor even if the WIC check or cash value voucher was not deposited.

Refer to the current Idaho WIC Vendor Agreement regarding WIC checks or cash value vouchers rejected for excessive dollar amount. Excessive WIC checks will be subject to the Maximum Allowable Price (MAP) per the vendor's peer group. See the Vendor Agreement, Peer Groups section. Cash value vouchers will be subject to the Maximum Price printed on the cash value voucher.



* Because of federal Check 21 regulations banks have the option of sending a legal electronic copy of the WIC check or cash value voucher called an Image Replacement Document (IRD) back to the vendor rather than the original document when returning a rejected WIC check or cash value voucher. This legal copy is about 2/3 the original size (the bank can print the IRD on plain white paper or on yellow paper) and is to be used in the same manner as the original WIC check or cash value voucher. This legal copy must be submitted to the State WIC office for possible reimbursements. Do not cut the IRD or send photocopies of the legal IRD as they will be rejected by the State WIC office.

The vendor shall **not** seek full or partial payment or restitution from a WIC customer or through a collection agency if the WIC check(s) or cash value voucher(s) are not paid or are partially paid by the banking contractor or the State. This type of action is a violation of the Vendor Agreement.

Cashier information

HOW TO SHOP WITH WIC CHECKS/CVVS

- Use the WIC checks/CVVs between First Day to Use and Last Day to Use. It is okay to use them on the first day and the last day.
- 2. **Shop at Idaho WIC authorized stores.** Look for stores with the "WIC Growing Healthy Families/Idaho WIC Checks Honored Here" sign posted on the front door or windows.
- 3. Choose only the WIC foods listed on the check. You may buy less food, but you may not buy more food than listed on the check.
- 4. Separate WIC foods from other foods in your shopping cart. If you are using more than one WIC check/CVV, group the foods within each check/CVV.
- 5. **Go to a regular checkstand.** Do not use *Express* or *Cash Only* lanes unless grocery store personnel ask you to do this.
- 6. Tell the cashier you are using a WIC check/ CVV before any foods are put through the cash register. Give the cashier the *Idaho WIC Identification Folder* and WIC check(s)/CVV(s) before any foods are put through the cash register.
- 7. After the foods are totaled, make sure the price written on the WIC check/CVV by the cashier is correct.
- 8. Sign the WIC check/CVV exactly the same as you signed the *Idaho WIC Identification Folder*.
- 9. Return the WIC check/CVV to the cashier.

WIC Identification Folder



Family No.

Bring this folder with you to every WIC appointment and each time you shop with WIC checks/CVVs.

Participant Name	Client No.
Participant Name	Client No.
Participant Name	Client No.
Participant Name	Client No.
Responsible Adult Signature	
Authorized Signer	

The goal of WIC is to improve the health of women and children by providing:

- health screenings
- nutrition education
- breastfeeding information and support
- nutrition counseling with registered dietitians
- nutritious supplemental foods
- referral to health care and other helpful services

Idaho

WIC CHECK & CASH VALUE VOUCHER CASHING PROCEDURE

The WIC check and cash value voucher cashing procedure is an important aspect of the vendor's responsibility. A current copy of the Idaho Authorized Food List should be available at each check stand or point of sale (POS) counter. The Vendor shall use the following procedures when accepting WIC checks or cash value vouchers from WIC participants. All cashiers must be retrained on returned checks or cash value vouchers, keeping everyone informed could prevent future check or cash value voucher problems.

- Do not accept WIC checks or cash value vouchers from another state unless this vendor has a contract with that state.
- Do not accept WIC checks or cash value vouchers that are Post Dated, Stale Dated or Altered
 (dates changed, food quantities changed, etc). If the WIC check or cash value voucher cannot
 be accepted, politely return the WIC check or cash value voucher to the customer and explain
 why it was refused and refer the customer to the WIC clinic for further assistance.
- The cashier must refuse a WIC check or cash value voucher that has been altered, i.e. food quantities, dates, etc. No white out, blacking out (scribbling) or writing over, etc., is allowed anywhere on a WIC check or cash value voucher. These are considered alterations.
- An example of writing over: when the ink pen does not function properly the cashier must stop immediately. The cashier must find a new pen or use a piece of scrap paper to get the ink flowing evenly. The cashiers must strikethrough the previous attempt and proceed to write in a different area of the box to complete the process.
- WIC checks or cash value vouchers that do not meet all of the designated criteria will be rejected for payment by the Idaho WIC Program's banking contractor and will be returned to the vendor unpaid.
- The name at the top of the WIC check or cash value voucher is the name of the WIC participant. The participant's name may not match the "Authorized Signature" because the participant may be an infant or a child. The participant's name (infant, child or woman) should match one of the names on the WIC ID Folder.
- Prior to beginning the WIC transaction the WIC customer must present both the WIC
 Identification (ID) Folder and the WIC check(s) or cash value voucher(s) to the cashier. If
 the customer does not have their WIC ID Folder the cashier cannot proceed with
 the transaction.

FOR WIC CHECKS

Handle each WIC check as a separate transaction. Do not combine the total purchase amounts onto one WIC check or divide the total purchase price equally among several WIC checks.

A. Check dates in the "First Day to Use" and "Last Day to Use" boxes. WIC checks are valid from the "First Day to Use" up to midnight of the "Last Day to Use".



WIC checks are printed for two (2) and three (3) months at a time so vendor staff must be very careful to look at the dates printed on the WIC checks.

B. Verify that the food items to be purchased are listed on the WIC check and that the foods are on the *Idaho Authorized Food List (medical foods are not listed on the Authorized Food List). WIC customers are not required to purchase everything on the WIC check; however they cannot purchase more than what is printed on the WIC check. Bring missing, forgotten, or incorrect items to the attention of the customer. The vendor must permit the customer the opportunity to obtain the correct food item(s) or ask the customer if someone can assist them in obtaining the correct food item(s).



The maximum price is not printed on the WIC check. NO substitutions, credit slips or rain checks are allowed.

* Not all supplemental foods are listed on the Idaho Authorized Food List and the Vendor must sell the food items printed on the WIC check. Example: Pediasure is an approved medical food and it does not appear on the Idaho Authorized Food List, sell exactly what is printed on the WIC check.



Ringing up the WIC food items in the order they appear on the WIC check should help in preventing overcharges on the WIC check. WIC customers are instructed to separate their food items per WIC check, the food items do NOT have to be in the exact order as printed on the WIC check.

C. After the transaction is complete the CASHIER (not the customer) must clearly write with ink (NO pencil) the total as shown on the register in the "Pay Exactly" box. Do not give change; do not charge sales tax. Should the vendor accept taxable coupons, the vendor may subtract the tax from the amount of the WIC purchase. For example, a coupon is worth \$0.50 and the tax is \$0.05, the amount charged to the WIC program will be reduced by \$0.45. The WIC check must be handed back to the customer to sign.



To make a correction in the "Pay Exactly" box use a single line only i.e. \$16.59, \$15.98. No white out, blacking out, writing over, etc., is allowed anywhere on a WIC check. It is considered an alteration.

- D. Vendor staff shall witness the signature after the total purchase price has been entered by the cashier in the "Pay Exactly" box on the WIC check. Signatures must be in ink AND in the "Authorized Signature" box. WIC checks must be signed at the vendor counter. The cashier must verify and compare the signature on the WIC check with the signature on the WIC ID Folder "Responsible Adult Signature" or "Authorized Signer" line. The signature on the WIC check must match the signature on the WIC ID Folder; no other identification is required or acceptable.
 - Do not accept a presigned WIC check. Vendor staff have the following option if a WIC check is presented pre-signed. Place a single straight line through the signature and have the customer re-sign the WIC check again under the "Authorized Signature" box. If in doubt, WIC checks can be refused if the signatures do not match one of the signatures on the WIC ID Folder.
- **E.** After all WIC transactions are complete return the WIC ID Folder to the customer.
- **F.** The Vendor shall provide the WIC customer with a cash register receipt. If WIC is not preprinted on the receipt write "WIC" on the receipt before giving to the customer.

FOR CASH VALUE VOUCHERS

Cash value vouchers can be handled as a separate transaction or combined by totalling the purchase price onto one cash value voucher or divide the total purchase price equally among several cash value vouchers. NO substitutions, credit slips, or rain checks are allowed. Do not give change; do not charge sales tax on a transaction total that is less than or equal to the maximum dollar amount of the cash value voucher.

A. Check dates in the "First Day to Use" and "Last Day to Use" boxes. Cash value vouchers are valid from the "First Day to Use" up to midnight of the "Last Day to Use."



Cash value vouchers are printed for two (2) and three (3) months at a time so vendor staff must be very careful to look at the dates printed on the cash value vouchers.

B. Verify the fruits and/or vegetables are WIC eligible; see the Idaho Authorization Food List for details. The cashier must identify the MAXIMUM allowable dollar amount on the cash value voucher prior to beginning the WIC transaction. The vendor must permit the customer the opportunity to obtain the correct fruit and/or vegetable item(s) or ask the customer if someone can assist them in obtaining the correct fruit and/or vegetable item(s).

WIC customers are allowed to purchase less than the maximum dollar amount printed on the cash value voucher. For example, the customer presents a cash value voucher that has a maximum price of \$6.00 printed on it. If the total purchase price is less than the \$6.00 maximum, the vendor CANNOT pay the customer the difference. Example: The total purchase price is \$5.48; the CASHIER (not the customer) must clearly write \$5.48 in the "Pay Exactly" box and endorse the cash value voucher for \$5.48. The vendor CANNOT give the \$0.52 difference in change to the customer. The cash value voucher must be handed back to the customer to sign.

However, if the fruit and/or vegetable purchase price is over the maximum dollar amount printed on the cash value voucher, the WIC customer has two options.

First, if the total purchase price is over the maximum printed on the cash value voucher, the cashier can ask the customer if they want to pay for the difference. If the customer agrees to pay the difference, then the cashier must use the following example: The maximum dollar amount on the cash value voucher is \$6.00 and the total purchase price is \$7.50; the CASHIER (not the customer) must clearly write in ink (NO pencil) \$6.00 in the "Pay Exactly" box and endorse the cash value voucher for \$6.00. The difference of \$1.50 is subject to sales tax of \$0.09, for a total of \$1.59 owed by the customer. The customer can pay the difference with any form of payment, i.e. cash, check, food benefit card (Quest), debit card, credit card, etc.



To make a correction in the "Pay Exactly" box use a single line only i.e. \$7.50, \$6.00. No white out, blacking out, writing over, etc., is allowed anywhere on a WIC check. It is considered an alteration. Should the vendor accept taxable coupons, the vendor may subtract the tax from the amount of the WIC purchase. For example, a coupon is worth \$.50 and the tax is \$.05, the amount charged to the WIC program will be reduced by \$.45. The cash value voucher must be handed back to the customer to sign.

Second, the customer can choose to remove excess produce from the scale to meet the \$6.00 maximum (or less). If the total purchase price is less than the \$6.00 maximum the vendor CANNOT pay the customer the difference. Example: The total purchase price is \$5.48 the CASHIER (not the customer) must clearly write \$5.48 in the "Pay Exactly" box and endorse the cash value voucher for \$5.48. The vendor CANNOT give the \$0.52 difference in change to the customer. The cash value voucher must be handed back to the customer to sign.

C. Vendor staff shall witness the signature after the total purchase price (up to the maximum printed on the cash value voucher) has been entered by the cashier in the "Pay Exactly" box on the cash value voucher. Signatures must be in ink AND in the "Authorized Signature" box. Cash value vouchers must be signed at the vendor counter. The cashier must verify and compare the signature on the cash value voucher with the signature on the WIC ID Folder "Responsible Adult Signature" or "Authorized Signer" line. The signature on the cash value voucher must match one of the signatures on the WIC ID Folder; no other identification is required or acceptable.

Cashier information

Do not accept a presigned cash value voucher. Vendor staff have the following option if a cash value voucher is presented pre-signed. Place a single straight line through the signature and have the customer re-sign the cash value voucher again under the "Authorized Signature" box. If in doubt, cash value vouchers can be refused if the signatures do not match the WIC ID Folder.

- **D.** After all WIC transactions are complete return the WIC ID Folder to the customer.
- **E.** The Vendor shall provide the WIC customer with a cash register receipt. If WIC is not preprinted on the receipt write "WIC" on the receipt before giving to the customer.

Prior to deposit

Prior to depositing the WIC check or cash value voucher the vendor staff must clearly stamp the vendor ID in the appropriate area on the front of the WIC check or cash value voucher. The WIC checks or cash value vouchers must be deposited in the Vendors bank for payment within sixty (60) calendar days from the "First Day to Use."

CASH, CREDIT, REFUNDS, OR EXCHANGES

The Vendor may not provide unauthorized food items, non-food items, cash, or credit (including rain checks, credit slips, or gift cards) in exchange for WIC checks or cash value vouchers.

The Vendor shall not give rain checks, credit slips, or gift cards for food paid for with a WIC check or cash value voucher if the foods are unavailable at the time the WIC check or cash value voucher is redeemed. Below are the only options available to both the Vendor and the WIC customer.

- 1. If the freight shipment is due that evening or the next morning, ask the WIC customer to come back later to purchase everything on their WIC check or cash value voucher at that time, or they must shop at another authorized vendor or be referred to the WIC clinic for further assistance.
- 2. If a food item is out of stock the WIC customer can choose another authorized food item OR choose to lose the out of stock food item(s), i.e. customer only wants Tree Top Apple Juice and refuses to purchase other WIC approved juices, or they must shop at another authorized vendor or be referred to the WIC clinic for further assistance.
- **3.** If an infant formula is out of stock the WIC customer can come back later or they must shop at another authorized vendor or be referred to the WIC clinic for further assistance. Vendor personnel CANNOT substitute another brand or a different sized container of the same brand.

The Vendor shall not provide refunds for infant formula or food items purchased with WIC checks or cash value vouchers. The Vendor should ask for receipts to verify that the infant formula or food items were not purchased with WIC checks or cash value vouchers.



Some vendors require a receipt and identification for infant formula and mail refunds as it is difficult to identify infant formula purchased with WIC checks, the name and address is then forwarded to the local agency or State WIC Office for a follow-up investigation.

The Vendor shall not permit exchanges for authorized supplemental foods or infant formula obtained with WIC checks or cash value vouchers for unauthorized food items, non-food items, cash or credit (including rain checks, credit slips, or gift cards). For example: If a WIC customer requests to exchange infant formula for another brand, by stating that the baby is allergic to it, politely refuse the request and refer them to the WIC clinic.

Exchanges of an identical authorized supplemental food item is permitted when the original authorized supplemental food item is defective, spoiled, or has exceeded its "sell by", "best if used by," or other date limiting the sale or use of the food item. An identical authorized supplemental food item means the exact brand and size as the original authorized supplemental food item obtained and returned by the participant.

MANUFACTURER COUPONS

WIC customers may use manufacturer coupons, in-store coupons or store membership discount cards. However, it is the vendor's responsibility to ensure the correct procedure is used and that no sales tax is charged to the WIC customer when they are redeeming a WIC check(s) (see Check and Cash Value Voucher Cashing Procedure for handling sales tax and the cash value voucher(s). Also as with any WIC transaction, vendors should not return any change, credit, gift card, etc. to the WIC customer.

Should the vendor accept taxable coupons, the vendor may subtract the tax from the amount of the WIC purchase. For example, a coupon is worth \$0.50 and the tax is \$0.05, the amount charged to the WIC program will be reduced by \$0.45.

Buy One Get One Free advertisements: Federal Regulations state that WIC customers are treated the same as regular customers; thus they are entitled to the same in-store specials of "Buy One Get One Free" (no coupon necessary). The food item purchased MUST be on the WIC check or cash value voucher and on the Idaho Authorized Food List. However, the advertised free item does not have to be an Idaho WIC authorized food item. (Example: Buy a 15 ounce box of Cheerios and get a free sample size box of detergent.)



With the Buy One Get One Free, the free additional ounces are not counted towards the maximum number of ounces printed on the WIC check. For example: Buy 1 pound of cheese get 1 pound free. The free pound of cheese does not count against the amount specified on the WIC check.

"Extra Ounce" promotional specials consist of, but are not limited to: "Buy a 15 ounce box of Kix for the 13 ounce price." The State of Idaho has chosen NOT to allow the extra ounce promotion as it would create future problems when the promotion ended.

SUBSTITUTIONS

Substitutions of WIC food items or infant formula are prohibited. Substitutions are considered "Unauthorized Food Items" (Federal Violation) and carry a sanction penalty that could result in termination of vendor authorization from both the WIC Program and the Supplemental Nutrition Assistance Program (formerly the Food Stamp Program). See Appendix A, Sanction Point System. WIC food items and infant formula are carefully selected to meet certain nutritional requirements for each WIC customer. If the food item cannot be described on the face of the WIC check or cash value voucher, allowable brands and varieties will be listed on a current Idaho Authorized Food List. Politely inform the customer that substitutions are not allowed.

INFANT FORMULA

For healthy infants breastfeeding is always our first recommendation as breast milk contains all the nutrients a baby needs for the first year of life. However, some mothers are unable to breastfeed or choose not to.

If the WIC customer is purchasing infant formula with a WIC check they are only allowed to purchase the specific can size, type and brand of infant formula printed on the WIC check.



The sizes printed on the WIC check are EXACT no rounding and no substitutions are allowed.

Do NOT allow the purchase of a different size, type or brand of infant formula than what is printed on the WIC check, even with a doctor's prescription. WIC customers who come into the vendor location with a formula prescription should be referred to the WIC clinic for further assistance. Remember to rotate all infant formula and food items regularly to assure the quality of the items being sold. Below are the "types" of infant formula and can sizes:

- Concentrate: 13 ounce can
- Powder: 12 ounce can, 12.6 ounce can, 12.8 ounce can, 12.9 ounce can and 16 ounce can
- RTF or RTU: 32 ounce can of Ready-to-Feed or 32 ounce can of Ready-to-Use

Manager information

PURCHASE OF INFANT FORMULA BY WIC VENDORS

The vendor must purchase infant formula from the list provided in Table 4 of the Idaho WIC Program Vendor Application. Vendors failing to purchase their infant formula from this list will be given a warning letter with fifteen (15) calendar days to comply with this regulation. (The infant formula list requirement in P.L. 108-265 and Policy Memorandum 205-1, Implementation of Certain WIC Vendor Provisions of P.L.108-265, issued on December 6, 2004, applies to "infant formula" as defined in § 246.2 of the WIC regulations, including both "contract brand infant formula" and "noncontract brand infant formula" approved by the State agency, not including "exempt infant formula" or "WIC eligible medical foods" as also defined in § 246.2).

Documentation of where the authorized WIC vendor is purchasing their infant formula must be sent to the State WIC office upon initial authorization and at anytime there after if requested by the State WIC office. This documentation must include an original or copy of a dated invoice with the vendor's name or parent company and a list of the infant formulas being purchased. The vendor CANNOT self-declare this information. A warning letter will state the number of sanction penalty points with the possibility of the Vendor being disqualified from the WIC Program for a period of one (1) year for noncompliance with this contact provision.

FOOD INVENTORY AND STOCK REQUIREMENTS

The Vendor shall stock and maintain the minimum quantities of WIC foods according to the current Minimum Stock Requirements Table 1 in the Application at all times. Failure to continuously maintain the required minimum stock of approved food items will result in termination of the Contract and/or disqualification of the Vendor from the WIC Program.

If a Vendor chooses to use devices such as "channel strips," "shelf tags/talkers," etc. they should request them from the State. The Vendor shall be responsible for ensuring that the food items they represent are listed on the current Idaho Authorized Food List throughout the Contract period. The Vendor will be given fifteen (15) calendar days to correct or comply with the current Idaho Authorized Food List. If the Vendor fails to comply the State will require the Vendor to discontinue use of these items.

The Vendor shall submit a completed WIC Price List within twenty (20) calendar days of the States request. Vendors will be required to submit the WIC Price List at least twice a year or more frequently as determined by the State. Failure to do so will result in a warning letter and a sanction penalty for non-compliance.

The Vendor prices for WIC approved foods shall be comparable to the prices charged by other stores within the vendors' peer group. The current price of foods shall be clearly marked either on the product container or the shelf.

The State shall provide the Vendor with the Idaho Authorized Food List each time it is revised.

CLAIMS

In addition to claims collection, the Vendor may be sanctioned for vendor violations in accordance with the State sanction schedule. Sanctions may include administrative fines, disqualification and civil money penalties in lieu of disqualification.

The State shall send written notification of a claim for transactions involving errors that affect payment to the vendor, including the total purchase price of non-approved food or non-food items. The Vendor shall be given thirty (30) calendar days from receiving the notice to make the payment. The State may authorize a longer repayment schedule. If a fair hearing is requested by the Vendor the time period for payment shall not begin until the date the hearing officer issues their decision.

The State reserves the right to offset a claim against current and subsequent amounts owed to a Vendor if the Vendor fails to pay a claim.

RECORD RETENTION

The Vendor shall retain inventory records used for Federal tax reporting purposes and records related to disputes, litigation, or settlement of claims arising out of the performance of your Vendor Contract until such time as these matters have been finally resolved or five (5) years, whichever is longer. Upon request, the vendor must make available to representatives of the State, the U.S. Department of Agriculture ("Department"), and the Comptroller General of the United States, at any reasonable time and place for inspection and audit, all WIC checks and cash value vouchers in the vendor's possession and all program-related records.

The Vendor shall retain all invoices or receipts of infant formula for four (4) years and shall at the Vendors own expense provide a legible copy of all such records to the State office. The original of all such records shall also be retained and available for inspection and audit when needed to verify the authenticity of a copy.

The Vendor shall retain all invoices or receipts of food sales for four (4) years and shall at the Vendors own expense provide a legible copy of all such records to the State office. The original of all such records shall also be retained and available for inspection and audit when needed to verify the authenticity of a copy.

EXPIRATION OF THE VENDOR AGREEMENT

The Vendor has neither an obligation nor an entitlement to renew your Vendor Agreement at the time of expiration or termination.

The State is under no obligation to renew or re-authorize your Vendor Agreement at the time of expiration or termination. The expiration of this Agreement is not subject to appeal.

The State will provide at least fifteen (15) calendar days advance written notice of the expiration of your Vendor Agreement.

CHANGE OF OWNERSHIP

The Vendor shall notify the State in writing within thirty (30) calendar days of any change in vendor operations (closure, selling of the business, etc.) and/or ownership (whole or controlling interest), vendor name, address, or telephone number.

The State will terminate your Vendor Agreement if there is any change in vendor operations (closure, selling of the business, etc.) and/or ownership (whole or controlling interest) and location. (The State may permit vendors to move short distances without terminating the agreement.)

The new owner must re-apply and shall be subject to the Vendor Application Selection and Authorization criteria as contained in the Application form.

POSSIBLE ABOVE 50% VENDORS

Idaho WIC does not authorize "above 50% vendors." The Vendor agrees that if they are a "for profit" vendor who derives or is likely to derive more than 50% of their annual food sales from the sale of supplemental foods obtained with WIC checks, they will not be allowed to provide incentive items to WIC participants. Such "above 50% vendors" will only be authorized if the State determines that lack of authorization would result in a participant access hardship.

Incentive items include, but are not limited to: cash prizes, lottery tickets, transportation, sales/specials (e.g., buy-one-get-one free, free additional ounces, etc.), and other free food or merchandise. Minimal customary courtesies of the retail food trade, such as bagging supplemental food for the participant and assisting the participant with loading the supplemental food into his/her automobile are exceptions.

APPEALS

Vendors aggrieved by any adverse action by the State may request a Fair Hearing as provided in the Department's Rules Governing Contested Case Proceedings, IDAPA 16.05.03. The State will provide this document upon request and at the time of the adverse action. See Vendor Agreement for further details.

WIC AND SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) INFORMATION

(Formerly the Food Stamp Program)

The State will disqualify a vendor who has been disqualified from the Supplemental Nutrition Assistance Program (formerly the Food Stamp Program). The disqualification shall be for the same length of time as the Supplemental Nutrition Assistance Program (SNAP) disqualification. The disqualification may begin at a later date than the SNAP disqualification, and is not subject to administrative or judicial review under the WIC Program.

The State may disqualify a vendor who has been assessed a civil money penalty for hardship in the SNAP. The length of such disqualification shall correspond to the period for which the vendor would otherwise have been disqualified in SNAP.

The State shall not accept voluntary withdrawal to avoid a civil money penalty or disqualification.

The State will notify the Vendor in writing at least twenty-one (21) calendar days prior to the effective disqualification date. A permanent disqualification due to conviction of trafficking or illegal sales is effective immediately upon notification.

Disqualification from the WIC Program may result in disqualification as a vendor in SNAP. Such disqualification may not be subject to administrative or judicial review under SNAP.

Disqualified Vendors shall be considered as having forfeited their current authorization and will be required to reapply during the next open enrollment period.

USING THE IDAHO WIC PROGRAM COMPLAINT OR INCIDENT REPORT

WIC customers are not permitted to cause a disturbance in your store, abuse your employees, or violate the procedures for redeeming WIC checks or cash value vouchers (CVV).

If a WIC customer becomes argumentative, uses abusive language, verbally or physically threatens vendor personnel an incident report should be filed. The store can follow their existing policy or procedures and have the customer(s) removed from their location (including calling the police to physically remove them from their premises for verbal or physical abuse). The local agency or the State WIC Office will follow-up with the WIC customer.

The State WIC Office will provide copies of the Idaho WIC Program Complaint or Incident Report form to each vendor during training and additional copies upon request (a sample is on the following page). Submit the original copy to the State WIC Office and make a copy for the vendor file.



WIC clinic staff, customers, state representatives or vendor personnel may file an Incident Report for program abuse

This form may be used to document other situations such as, but not limited to, not separating WIC foods per WIC check or cash value voucher or from non-WIC purchases, attempting to use their WIC checks or cash value voucher early (post dated) or after they have expired (stale dated). The local WIC clinic will need the following information found at the top of the WIC check or cash value voucher and a written statement from the cashier and/or manager.

Clinic	number	Client number	WIC Participant's name		
401	0001234	Green, Forest R			12345678
Pay to t	he order of:	1001		First Day To Use:	Last Day To Use:
	Test Vendor Vest State Stre	eet, Boise	WIC Logo	01-03-00	02-02-00



Try to remember and document as many details about the incident as possible, this greatly aids in dealing with the WIC participant later at the WIC clinic

Idaho WIC Program Complaint or Incident Report WIC FORM NO. 204B (12/04) Informe de Queja u Occurido del Programa de WIC de Idaho

Provide as much information as possible. If the incident involves using a WIC check at a grocery store, the clinic number, participant information, and store name are all written on the check. Mail or fax this report to the State WIC Office or ask a local WIC staff person to send the report for you.

Provea lo más información posible. Si lo ocurrido envuelve la utilización de un cheque de WIC en una tienda, el número de la clínica, la información del participante, y el nombre de la tienda estarán todos escritos en el cheque. Envíe este informe por correo o fax a la oficina de WIC del estado o pida a un empleado de WIC local a mandarlo por usted.

> MAIL: Idaho WIC Program

CORREO: Department of Health & Welfare

PO Box 83720 Boise ID 83720-0036

FAX: (208) 332-7362



When did it happen? (date and time) - ¿Cuándo ocurrió? (fecha y hora)
Where did it happen? (Location of WIC office or specific grocery store) ¿Dónde ocurrió? (sitio de la oficina de WIC o tienda específica)
People involved: (include names or descriptions) - Personas envueltas en la queja: (incluya nombres o descripciones)
Describe what happened. Use more paper if needed Describa lo que pasó. Utilice más hojas de papel si necesita.
What action do you think the WIC Program should take to resolve this? ¿Qué acción piensa usted que el programa de WIC debe tomar para resolver esto?
Your name is optional. Confidentiality will be protected to the extent possible investigating the complaint. Poner su nombre es opcional. La confidencia será protegida lo más posible al investigar la queja.
Name - Nombre: Phone - Teléfono:
Address - Dirección:
Name of WIC staff person this was reported to (if applicable) - Nombre del empleado de WIC a quien la queja fue comunicado (si fue así):

The WIC Program is an equal opportunity provider and employer. El programa de WIC es un empleador y proveedor de oportunidad igual.

For WIC Clinic Use

Describe action taken by local agency staff. This section is not required to Office.	be completed before sending to State WIC
This portion is completed by the State	e WIC Office.
Complainant relationship to WIC (circle): applicant participant ven	dor anonymous other
Nature of the complaint or incident:	
[] Vendor related (circle): vendor WIC customer	
[] WIC Policy (describe):	
[] Other (describe):	
[] Civil rights discrimination (circle): race color national original rights discrimination complaints must be reported immediately.	D() (D)
Resolution	
State Office Investigator:	Date:

IDAHO LOCAL WIC CLINICS

Clinic No.	Location	Phone No.
101	Hayden	415-5130
104	Saint Maries	245-4556
107	Kellogg	786-7474
108	Sandpoint	263-5159
109	Priest River	650-3851
110	Bonners Ferry	267-5558
112	Athol	659-3851
201	Lewiston	779-0390
202	Moscow	882-7353
203	Grangeville	983-2842
204	Orofino	476-7850
206	Kamiah	935-2124

Clinic No.	Location	Phone No.
301	Canyon County	455-5330
302	Payette	642-9321
303	Council (Weiser)	549-2370
304	Emmett	365-6371
306	Weiser	549-2370
308	Grand View (Canyon County)	
311	Homedale	337-4931
312	Teen Parent Program (Canyon County)	
315	Farmway Village (Canyon County)	455-5330
316	Wilder (Canyon County)	455-5330
317	Canyon Springs (Canyon County)	455-5330
401	Boise	327-7488
402	Mountain Home	587-4409
404	McCall	634-7194
405	Idaho City (Boise)	327-7488
406	Glenns Ferry (Boise)	327-7488
408	Cascade (McCall)	634-7194
409	Horseshoe Bend (Boise)	327-7488
410	Garden Valley (Boise)	327-7488

IDAHO LOCAL WIC CLINICS

Clinic No.	Location	Phone No.
501	Twin Falls	734-5900
502	Burley	678-8608
503	Shoshone (Jerome)	324-1323
505	Gooding	934-4477
506	Jerome	324-1323
507	Bellevue	788-4335
601	Pocatello	239-5263
602	Blackfoot	785-2160
604	Preston	852-0478
605	Montpelier	847-3000
606	Malad	766-4764
607	Soda Springs	547-4375
609	American Falls	226-5096
610	Aberdeen	221-2894
611	Arco	527-3463
613	Roosevelt Teen (Pocatello)	239-5263
614	Fort Hall	238-5448

Clinic No.	Location	Phone No.
701	Idaho Falls	522-3823
702	Rigby	745-0346
703	St. Anthony	624-7585
704	Driggs	354-2220
705	Rexburg	356-9594
706	Dubois	374-5216
707	Salmon	756-2123
708	Challis	879-2504
709	Terreton	663-4860
881	Nez Perce - Lapwai	843-2271
882	Nez Perce - Kamiah	935-0733
1101	Benewah Medical Center, Plummer	686-1931

If you still have questions, call:

Telephone: (866) 347-5484 Telephone: (208) 334-4933 FAX Number: (208) 332-7362

Idaho WIC Program — WIC Vendor Guide Quiz

TRUE or FALSE

1.	The signature on the WIC check or cash value voucher must match the WIC ID Folder Responsible Adult Signature or Authorized Signer line.
2.	If a WIC customer attempts to violate WIC rules, a cashier should report it by using the Idaho WIC Program Complaint or Incident Report form.
3.	WIC customers may redeem manufacturer coupons, in-store coupons, participant in the "Buy One Get One Free" specials, and use their store membership discount cards.
4.	A WIC customer's driver's license may be used as WIC identification instead of the WIC ID Folder.
5.	WIC customers may purchase less food than what is printed on the WIC check or cash value voucher (for example, they may choose not to purchase the dry beans printed on the WIC check).
6.	WIC checks or cash value vouchers can be presented to the cashier with the signature line pre-signed.
7.	WIC customers may return infant formula or other WIC food items for a refund, no receipt required.
8.	WIC customers should sign the WIC check or cash value voucher after the dollar amount has been written on the WIC check or cash value voucher.
9.	The WIC customer must buy everything listed on the WIC check.
10). Each WIC check should be treated as a separate transaction.
1	1. If the store is out of the exact type, brand, and size infant formula printed on the WIC check it is okay to substitute a different type, brand, and size.
12	2. It is okay to give WIC customer's cash back if they did not spend the entire maximum amount printed on the cash value voucher. Example: The maximum price on the cash value voucher is \$6.00 the customer only spent \$5.25 you can give the WIC customer \$0.75 in change.
13	3. If the cashier knows the WIC customer, the cashier does not need to ask for the WIC ID Folder.
14	1. The cashier may use pencil when writing in the dollar amount on the WIC check or cash value voucher. This makes it easier to correct a mistake.
1	5. The store can allow the WIC customer to substitute any non-WIC approved foods as long as it is comparable in price to a WIC approved food.
16	It is okay to redeem WIC checks or cash value youghers before the "First Day to Use"

Idaho WIC Program — WIC Vendor Guide Quiz (Answers)

TRUE or FALSE

- _T__ 1. The signature on the WIC check or cash value voucher must match the WIC ID Folder Responsible Adult Signature or Authorized Signer line.
- **_T**__ 2. If a WIC customer attempts to violate WIC rules, a cashier should report it by using the Idaho WIC Program Complaint or Incident Report form.
- **_T**__ 3. WIC customers may redeem manufacturer coupons, in-store coupons, participant in the "Buy One Get One Free" specials, and use their store membership discount cards.
- **_F__** 4. A WIC customer's driver's license may be used as WIC identification instead of the WIC ID Folder.
- _T__ 5. WIC customers may purchase less food than what is printed on the WIC check or cash value voucher (for example, they may choose not to purchase the dry beans printed on the WIC check).
- **_F_** 6. WIC checks or cash value vouchers can be presented to the cashier with the signature line pre-signed.
- **_F_** 7. WIC customers may return infant formula or other WIC food items for a refund, no receipt required.
- _T__ 8. WIC customers should sign the WIC check or cash value voucher after the dollar amount has been written on the WIC check or cash value voucher.
- **_F**__ 9. The WIC customer must buy everything listed on the WIC check.
- **_T**__ 10. Each WIC check should be treated as a separate transaction.
- **_F_** 11. If the store is out of the exact type, brand, and size infant formula printed on the WIC check it is okay to substitute a different type, brand, and size.
- **_F__** 12. It is okay to give WIC customer's cash back if they did not spend the entire maximum amount printed on the cash value voucher. Example: The maximum price on the cash value voucher is \$6.00 the customer only spent \$5.25 you can give the WIC customer \$0.75 in change.
- **_F_** 13. If the cashier knows the WIC customer, the cashier does not need to ask for the WIC ID Folder.
- **_F_** 14. The cashier may use pencil when writing in the dollar amount on the WIC check or cash value voucher. This makes it easier to correct a mistake.
- **_F_** 15. The store can allow the WIC customer to substitute any non-WIC approved foods as long as it is comparable in price to a WIC approved food.
- _F__ 16. It is okay to redeem WIC checks or cash value vouchers before the "First Day to Use."

Appendix A

IDAHO WIC PROGRAM – Sanction Point System

The Idaho WIC Program may initiate administrative action to disqualify or assess sanction points against a Vendor for non-compliance on the basis of one incidence of a violation or a pattern of violations. An incidence is defined as one isolated event in a single point in time or any single occurrence of a violation. A pattern is defined as two or more incidences of a violation. Where during the course of a single investigation the state determines that a Vendor has committed multiple types of violations the State shall disqualify the Vendor for the most serious mandatory violation.

Authorized vendors of the Idaho WIC Program are monitored for the potential level and seriousness of fraud and abuse committed by the Vendor, its owners, officers, managers, employees, or agents. Accumulated points will be assessed from all areas of this Sanction Point System, Application, Agreement, and appendices for possible disqualification from the Idaho WIC Program.



A Fiscal Year is from October 1 to September 30.

The State will review the accumulated point(s) to determine possible disqualification or termination from the WIC Program. The State shall maintain records of penalty points assessed against the Vendor. Penalty points incurred will be retained for one (1) calendar year effective from the first day the points were assessed. However, the State will retain all sanction points assessed for a minimum of four (4) years in order to aid the State in evaluating a vendor's authorization status. If ownership and control changes, accrued penalty points will be dropped from the State's records. Federally mandated sanctions are exempt from this provision.

The State must notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction, before another such violation is documented, unless the State determines that notifying the vendor would compromise an investigation. This includes violations for a pattern of: overcharging; receiving, transacting and/or redeeming food instruments/cash value vouchers outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person; charging for supplemental food not received by the participant; providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives or controlled substances, in exchange for WIC checks or cash value vouchers or providing unauthorized food items in exchange for WIC checks or cash value vouchers, including charging for supplemental foods provided in excess of those listed on the check or cash value vouchers (for cash value vouchers this means charging the state more than the maximum dollar amount printed on the cash value voucher, i.e. the maximum dollar amount is \$6.00 for the cash value voucher and the vendor tries to redeem the cash value voucher for \$7.50).

Appendix A IDAHO WIC PROGRAM – Sanction Point System

The State will send a letter of warning to the Vendor for retraining cashiers prior to reaching the 30 point maximum. Retraining includes, but is not limited to; retraining of all personnel every time a check is returned; Check Out Counter Procedures, Idaho Authorized Food List and the Vendor Guide.

The State will send a certified letter stating the administrative action taken, the reason(s) why and the procedures for a Fair Hearing, if applicable when the 30 point maximum is attained or exceeded within a calendar year. Upon receipt of the certified letter, the vendor must follow the instructions stated therein.

The State may disqualify a vendor or impose a civil money penalty in lieu of disqualification for reasons of program abuse.

Disqualified Vendors shall be considered as having forfeited their current authorization and will be required to reapply during the next open enrollment period.

The State shall disqualify a Vendor who has been disqualified from the Supplemental Nutrition Assistance Program (formerly the Food Stamp Program). The disqualification shall be for the same length of time as the Supplemental Nutrition Assistance Program (SNAP) disqualification, but may start at a later date. Disqualification based on a SNAP disqualification shall not be subject to administrative or judicial review under the WIC Program. The State may disqualify a Vendor that has been assessed a civil money penalty for hardship in SNAP. The length of such disqualification shall be for the same amount of time the Vendor would otherwise have been disqualified from SNAP. A Vendor disqualified from the WIC Program may also be disqualified from SNAP. The disqualification shall be for the same length of time as the WIC disqualification, but may start at a later date. Such disqualification is not subject to administrative or judicial review under SNAP.

The State may not accept voluntary withdrawal of the Vendor from the WIC Program as an alternative to disqualification for fraud, abuse, or federal violations listed in the Sanction Point System. In addition, the State may not use non-renewal of the Contract as an alternative to disqualification.

The State will send to the Vendor a summary of the results from all compliance investigations and all corrective actions needed to stay in compliance with this Application, Agreement and appendices. The Vendor shall re-train all personnel who handle WIC checks and return to the State a sign-in sheet bearing the signatures of all personnel who were re-trained within thirty (30) days of notification of non-compliance. If the Vendor fails to successfully pass a subsequent compliance investigation the State will review the possibility of disqualification for the most serious violation or a Civil Money Penalty in lieu of disqualification.



Accumulated points will be assessed from all areas of this Sanction Point System for possible disqualification.

When the State conducts an on-site monitoring visit, the vendor will receive a copy of the on-site monitoring visit form at the end of the visit. The vendor must retrain all personnel on issues noted during the visit, i.e. inadequate and/or outdated stock, illegal storage of foods, etc.

Violations found during a compliance buy that pertain to the "Federal Violations" section will be handled according to that section.

Appendix A IDAHO WIC PROGRAM – Sanction Point System

The Sanction Point System is based upon six (6) areas of program non-compliance:

- 1. Check and/or Cash Value Voucher Redemption and/or Training Problems
- 2. Compliance Investigations
- 3. Monitoring problems
- 4. Inventory Audits
- 5. State Violations
- 6. Federal Violations

Each area of non-compliance is presented in tabular form. A definition of the column headings contained within each table follows.

Column Heading	Definition
Violation	Area of non-compliance.
Point Value	Number of points assigned per violation cited.
Length of Disqualification	Length of Disqualification period per State or Federal Sanction.
Violation Category (More serious violations result in greater penalties.)	TRAINING — Vendor must ensure proper training with the Idaho Authorized Food List, WIC checks, cash value vouchers, and check out counter procedures with all cashiers and other store personnel.
	MANAGEMENT — Management must ensure that proper training procedures, violations cited and required corrective actions are reviewed with all appropriate vendor staff. Management must return all required forms and documents to the State WIC Office by the date designated in the notification.
	ADMINISTRATION — In addition to the store manager the corporate offices, if applicable, will be notified of all violation occurrences, any training procedures needed, and the required corrective actions with vendor staff.
	FRAUD — Disqualification from the WIC Program.

STATE VIOLATIONS

The following vendor violations; sanction points and corrective actions pertain to: Check and/or Cash Value Voucher Redemption and/or Training Problems; Compliance Investigations; monitoring problems; Inventory Audits and other State violations. The following list does not encompass all possible violations a vendor can be cited for. The disqualification period for State violations is a period of one (1) year when 30 penalty points are attained in any calendar year.

Violations	Point Value	Length of Disqualification	Violation Category
Complaints: Valid complaints/incident reports by WIC customers or clinic staff against a vendor.	1	1 year	Management
2. Transposition of purchase price (excessive dollar amount) between an infant formula check and another food check: The cashier put the wrong total on the food check by mixing up the totals from the infant formula check.	1	1 Year	Training
3. Acceptance of pre-signed WIC check or cash value voucher. The cashier accepted a pre-signed check or cash value voucher.	2	1 year	Training
4. Sales Tax: The cashier added sales tax to the WIC check or cash value voucher.	2	1 year	Training
5. Failure to use permanent ink: The cashier failed to use permanent ink in the "Pay Exactly" box.	2	1 year	Training
6. Failure to check a WIC Identification (ID) Folder: The cashier failed to ask for a WIC ID Folder prior to beginning the WIC transaction.	5	1 year	Training
7. Failure to verify signature on check or cash value voucher and ID folder: The cashier failed to observe and verify the signature on the check or cash value voucher matches the responsible adult signature on the ID folder.	5	1 year	Training

Appendix A IDAHO WIC PROGRAM – Sanction Point System

Violations	Point Value	Length of Disqualification	Violation Category
8. Improper signature/check cashing procedures: The cashier failed to fill in the purchase price in the presence of the WIC customer, or failed to have the WIC customer sign the check or cash value voucher after the purchase price has been entered on the check or cash value voucher.	5	1 year	Training
9. Refused purchase of authorized food: The cashier refused to allow the WIC participant to purchase authorized food.	5	1 year	Training
10. Required/prevented purchase of all items: The cashier required the purchase of all items listed on a WIC check or prevented the purchase of all foods listed on the WIC check. The cashier required the customer to spend the full amount of the value of the cash value voucher (CVV) or prevented the customer from adding their own funds for a CVV purchase that exceeded the maximum value of the CVV.	5	1 year	Training
11. Required specific brands: The cashier required the purchase of a specific brand of food even though other WIC allowed brands were available.	5	1 year	Training
12. Prices not displayed or clearly marked: The Vendor failed to clearly display or clearly mark the prices for all WIC approved food items on the shelf, product or nearby area.	5	1 year	Management
13. Failed to submit WIC Price List: The Vendor failed to submit the WIC Price list to the State WIC Office on or before the due date.	5	1 year	Management Administration

Violations	Point Value	Length of Disqualification	Violation Category
14. Failed to submit forms/information: The Vendor failed to return forms or information requested by the State WIC Office.	5	1 year	Management Administration
15. Manufacturers or store coupons: The cashier failed to accept a valid coupon and/or deduct the value before writing the price on the WIC check or cash value voucher. Vendors that receive more than 50% of their revenue from WIC sales cannot accept manufacturers or store coupons.	5	1 year	Training
16. Other Identification: The cashier or store personnel demanded identification other than the WIC ID Folder from a WIC customer.	5	1 year	Training
17. Requiring other purchases: The Vendor has required the WIC customer to make additional purchases when the WIC customer is redeeming a WIC check(s) or cash value voucher(s).	5	1 year	Management Administration
18. Rain Checks, credit slips or other similar receipt: The issuance of a rain check, credit slip or similar receipt to a WIC customer for a food item or infant formula that is currently unavailable or out of stock.	5	1 year	Training Management
19. Purchase of full amount of WIC food. The Vendor failed to allow a WIC customer to purchase up to the full amount of WIC food items printed on the check or cash value voucher.	5	1 year	Training
20. Hours of operation. The Vendor has failed to maintain adequate and convenient hours of operation as defined in the Application.	5	1 year	Management Administration

Appendix A IDAHO WIC PROGRAM – Sanction Point System

Violations	Point Value	Length of Disqualification	Violation Category
21. Shelf Tags/Talkers, WIC Approved/Allowed, etc. The Vendor has failed to maintain the shelf tags/talkers or WIC approved/allowed tags under the current Idaho approved food items per the Vendor Agreement.	5	1 year	Management Administration
22. Required payment/Restitution: The Vendor sought restitution or cash payment either in full or part from WIC participants for the value of unauthorized items purchased, WIC checks or cash value vouchers rejected for payment by the bank or the State, damaged checks or cash value vouchers, or the difference in value of the cost of foods which exceeds the maximum value of the WIC check or cash value voucher (However, participants may be offered the option to use their own funds for fruit/vegetable purchases that exceed the value of the CVV.), even if the WIC check or cash value voucher was not deposited.	10	1 year	Management Administration
23. Inadequate stock: The Vendor failed to continuously stock and maintain the mandatory minimum variety and inventory requirements of WIC approved foods.	10	1 year	Management Administration
24. Outdated stock: The Vendor failed to provide fresh, wholesome products in a sanitary environment. (Outdated WIC foods are on the store's shelves)	10	1 year	Management Administration
25. Illegal storage of foods: The vendor's storage of foods does not meet the State's Food Establishment Inspection Report.	10	1 year	Management Administration

Violations	Point Value	Length of Disqualification	Violation Category
26. Failure to supply infant formula. The Vendor failed to procure and supply infant formula as requested by the State or its representatives within 7 days.	10	1 year	Management Administration
27. Failed to allow review of negotiated WIC checks or cash value vouchers: The Vendor failed to allow state representatives to review WIC checks or cash value vouchers that have been transacted by the Vendor during a review, audit, or investigation.	10	1 year	Management Administration
27. Expired food items/infant formula: The Vendor allowed the sale of an expired food item or infant formula. Or the Vendor failed to remove an expired food item or infant formula when cited by the State during a review, audit, or investigation.	10	1 year	Training Management Administration
29. Failure to visibly post the "Idaho WIC Checks Honored Here" sign provided by the State or indicate that WIC is an acceptable form of payment: The Vendor fails to visibly post the "Idaho WIC Checks Honored Here" sign on or near the entrance so that WIC customers may identify the location as an Idaho WIC Vendor at all times.	10	1 year	Management Administration
30. Failure to pay claims: The Vendor has failed to remit payment for claims posted by the State within the time frame for reimbursement required by the State.	10	1 year	Management Administration
31. Threatened/verbally abused WIC participant or WIC representative: The cashier or store personnel threatened or were verbally abusive to the WIC participant and or WIC representative when conducting a WIC business transaction.	10	1 year	Management Administration

Appendix A IDAHO WIC PROGRAM – Sanction Point System

Violations	Point Value	Length of Disqualification	Violation Category
32. Failure to stock a variety of staple foods. The Vendor failed to stock a variety of staple foods for sale including: fresh, frozen, and or canned fruits and vegetables; fresh and/or frozen meats, dairy products; and grain products such as bread, rice and pasta as indicated in the Vendor Application.	10	1 year	Management Administration
33. Failure to purchase infant formula from the list provided by the State. The Vendor fails to purchase all of their infant formula from a source on the list provided by the State.	15	1 year	Management Administration
34. Altered a food instrument: The cashier or store personnel changed dates or added signatures, and/ or made a sales tax adjustment to the dollar amount without the WIC participant's knowledge.	15	1 year	Fraud Management Administration
35. Failed to report changes: The Vendor failed to report any changes in the stores operation. (Ex. Store name, address, Food Stamp Authorization status, Conflict of Interest, etc.)	15	1 year	Management Administration
36. Unfair treatment: The cashier or store personnel treated a WIC customer discourteously. (Failed to offer the same courtesies as offered to other customers.)	15	1 year	Management Administration

Violations	Point Value	Length of Disqualification	Violation Category
37. Discrimination: The cashier or store personnel discriminated against a WIC customer on the basis of race, color, disability, age, national origin, or sex.	15	1 year	Management Administration
38. Failure to cooperate with federal, state and local personnel: The Vendor failed to cooperate during announced and unannounced vendor reviews, investigations and audits. This includes obstructing the use of photographs, video and/or audio tape or other images to verify vendor selection criteria; before, during or after compliance investigations, inventory audits, on-site monitoring visits or other visits performed by the State staff or its representatives.	15	1 year	Management Administration
39. Failure to provide access to purchase invoices, receipts or inventory records: The Vendor failed to provide the State access to the purchase invoices, receipts or inventory records for food items and infant formula. Invoices must contain the name, address, phone number, shelf price, etc. of the supplier upon request by authorized WIC personnel.	15	1 year	Management Administration
40. Failure to notify the State of convictions concerning lack of business integrity. The Vendor failed to notify the State if any of its current owners, officers, or managers has been convicted of a lack of business integrity during the last six years. Activities indicating a lack of business integrity include, but are not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice. The Vendor shall immediately notify the State if such an event occurs.	15	1 year	Management Administration

Appendix A IDAHO WIC PROGRAM – Sanction Point System

Violations	Point Value	Length of Disqualification	Violation Category
41. Did not attend annual store training session: The Vendor failed to attend mandatory training.	15	1 year	Management Administration
42. Provided false information: The store provided false information on the WIC vendor application including vendorís history of compliance with the WIC Program and Supplemental Nutrition Assistance Program (formerly the Food Stamp Program), or availability and prices of the required minimum stock of WIC foods. This particular non-compliance of WIC regulations requires immediate termination from the Idaho WIC Program. Thus, the State would terminate the contract before two occurrences were documented for sanction. The 15 points will stay on the Vendor record for at least two consecutive Vendor Contract cycles. If another incidence of false information is documented then the State will terminate the Vendor Contract and disqualify the vendor for one year. In addition, if the Vendor's owners, officers, or managers subsequently are convicted or have a civil judgment entered against them for making false statements, etc., they may be denied vendor authorization for a period of six years. (See Federal Violations #8)	15	1 year	Fraud Management Administration
43. Revocation of the Food Establish Inspection Report (Health Department Permit): The store was disqualified for non-compliance of the Food Establishment Inspection Report.	15	1 year	Management Administration

FEDERAL VIOLATIONS

The following federal vendor violations, sanctions points and corrective actions pertain to Federal Violations.

A pattern of incidences is needed to warrant a mandatory sanction. The pattern is influenced by both the severity and number of incidences. For example, a pattern may be a short period of disproportionately large violations or an extended period of small violations. Exceptions to the requirement to demonstrate a pattern of incidence include the sale of alcohol, alcoholic beverages or tobacco products in exchange for WIC checks and/or cash value voucher, buying or selling of WIC checks and/or cash value voucher for cash (trafficking), and selling firearms, ammunition, explosives, or controlled substances in exchange of WIC checks and/or cash value voucher. A single event of these violations will result in the mandatory sanction.

The State shall permanently disqualify a Vendor convicted of trafficking or illegal sale of WIC checks and/or cash value voucher or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC checks and/or cash value voucher.

Federal regulations establish the length of disqualification for mandatory sanctions appropriate to the severity of the violation. For mandatory sanctions, the State must impose either disqualification or a civil money penalty in lieu of disqualification.

If a Vendor is found guilty of multiple violations during the course of a single investigation, the mandatory sanction against the Vendor shall be determined by the most severe violation or the assessment of multiple civil money penalties.

After determining that a Vendor should be disqualified, the State shall review the case to determine participant hardship. This review shall take place prior to notification of disqualification so that the Vendor shall be made aware of its alternatives at the time of notification.

Prior to being disqualified, the Vendor shall be sent a written notice of disqualification. This notice shall include reasons for the disqualification, the effective date of the action, and the Vendor's right to appeal and the procedures to be followed to file an appeal. Vendors may receive a copy of the administrative hearing procedures upon request.

The Vendor will receive the appropriate number of penalty points associated to the federally mandated sanctions. Upon reaching 30 penalty points, the vendor will be disqualified for the length specified. The State will send a certified letter stating the administrative action taken, the reason(s) why and the procedures for a Fair Hearing, if applicable.

A Vendor who is assessed a second mandatory sanction, shall have the second mandatory sanction doubled. Civil Money Penalties may be doubled up to the limits allowed.

Appendix A IDAHO WIC PROGRAM – Sanction Point System

A Vendor who previously has been assessed two or more of the violations listed below and receives another violation/sanction, the State must double the third and all subsequent sanctions. The State may not impose civil money penalties in lieu of disqualification for third or subsequent sanctions for violations listed below.

Violations	Point Value	Length of Disqualification	Violation Category
1. Unauthorized Food Items: Pattern of providing unauthorized food items in exchange for food instruments (checks or cash value vouchers), including charging for supplemental food provided in excess of those listed on the food instrument. Example: Charging for 40 oz of WIC approved cereal when only 36 oz is allowed.	30 Each incident equals 10 pts.	1 year	Training Management
2. Sale of Alcohol, Alcoholic Beverages, or Tobacco Products: One incidence of the sale of alcohol or alcoholic beverages or tobacco product in exchange for food instruments (checks or cash value vouchers).	30	3 years	Management Administration
3. Claiming Reimbursement in Excess of Documented Inventory: A pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time.	30	3 years	Management Administration
4. Overcharging: A pattern of charging participants more for supplemental food than non-WIC customers or charging participants more than the current shelf or contract price.	30 Each incident equals 10 pts.	3 years	Management Administration

Violations	Point Value	Length of Disqualification	Violation Category
5. Outside of Authorized Channels, i.e. Wrong Store: A pattern of receiving, transacting and/or redeeming food instruments (checks or cash value vouchers) outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person	30 Each incident equals 10 pts.	3 years	Management Administration
6. Supplemental Foods Not Received: A pattern of charging for supplemental food not received by the participant.	30 Each incident equals 10 pts.	3 years	Management Administration
7. Credit or Non-Food Items: A pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances in exchange for food instruments (checks or cash value vouchers).	30 Each incident equals 10 pts.	3 years	Management Administration
8. Administrative Finding of Trafficking/Illegal Sales: One incidence of buying or selling food instruments (checks or cash value vouchers) for cash (trafficking), or one incidence of selling firearms, ammunition, explosives, or controlled substances in exchange for food instruments (checks or cash value vouchers).	30	6 years	Management Administration

Appendix A IDAHO WIC PROGRAM – Sanction Point System

Violations	Point	Length of	Violation
	Value	Disqualification	Category
9. Convicted of trafficking/illegal sales: The State must PERMANENTLY disqualify a vendor convicted of trafficking in food instruments (checks or cash value vouchers) or selling firearms, ammunition, explosives, or controlled substances in exchange for food instruments (checks or cash value vouchers). A vendor is not entitled to receive any compensation for revenues lost as a result of such violation. The State may impose a civil money penalty in lieu of a disqualification for this violation when it determines, in its sole discretion, and documents, that A) disqualification of the vendor would result in inadequate participant access or B) the vendor had at the time of the violation an effective policy and program in effect to prevent trafficking; and the ownership of the vendor was not aware of, did not approve of and was not involved in the conduct of the violation.	30	Permanent	Management Administration



For violations in the above categories (1, 4, 5, 6 and 7) ten (10) sanction penalty points will be assessed for each single finding of a violation. When the 30-point maximum is attained the vendor will be disqualified for the length specified.

Appendix B

IDAHO WIC PROGRAM – Civil Money Penalty Procedure

WHEN TO OFFER A CIVIL MONEY PENALTY

A Civil Money Penalty may ONLY be offered to a vendor in lieu of disqualification when participant hardship would otherwise occur (see Participant Hardship). Participant hardship is not a static condition. Each time a vendor is disqualified, the potential of hardship must be re-evaluated. The determination of a participant hardship may require renewed review of the disqualification status of all vendors in the area.

If participant hardship occurs in an area where the only vendors are either serving a disqualification period or are in the disqualification process, the following criteria shall be used to determine which vendor is first offered a Civil Money Penalty.

- **First:** The vendor whose sanction of disqualification was derived from the lowest point value. For example, 30 sanction points are better than 50 sanction points etc.
- **Second:** If the first criteria results in a tie, the vendor with the least time remaining in the disqualification period will be the one offered the Civil Money Penalty.

If the best candidate for a Civil Money Penalty is a vendor already serving a disqualification, the option will be offered to that vendor to return to the program. This re-authorization shall occur only after the vendor submits a Contract packet which is approved by the State Agency, and receipt of the Civil Money Penalty for the amount established in this policy. The dollar amount of this payment will be determined as in all other cases.

As this should be an extremely rare occurrence, this is the only section of the Civil Money Penalty policy that will mention alternative choices of vendors. However, this section has been added to assure that the State Agency will not be required to offer a Civil Money Penalty to a vendor in the process of disqualification for major offenses while maintaining a disqualification of a vendor who had accumulated a number of minor offenses.

The State Agency will assure that a vendor who pays a Civil Money Penalty is one that the State Agency can successfully monitor.

WHEN A CIVIL MONEY PENALTY CANNOT BE OFFERED

Regardless of participant hardship, a Civil Money Penalty shall not be offered when the disqualification is based on federally mandated third or subsequent sanctions.

PROCEDURE FOR ASSESSING A CIVIL MONEY PENALTY

After determining that a participating WIC vendor should be disqualified from the program, the State Agency shall review the case to determine participant hardship. This review shall take place prior to the written notification of disqualification so that the vendor shall be made aware of its alternatives at the time of notification.

If the State Agency establishes participant hardship and determines that a Civil Money Penalty is an appropriate alternative, the State Agency shall contact the vendor to schedule a meeting.

Prior to or at the time the vendor is contacted to schedule a meeting the vendor shall be sent a written notice of the disqualification action. This notice should include cause(s) for the disqualification, the effective date of the action, the vendor's right to appeal, and the procedures to be followed to file an appeal. This notice shall also notify the vendor that the State Agency has decided to offer a Civil Money Penalty in lieu of disqualification and that it will be contacted to schedule a meeting to discuss the Civil Money Penalty offer.

The meeting shall be used to offer the alternative of the Civil Money Penalty in lieu of the disqualification. The meeting shall cover the following:

- **a)** The amount of the alternative Civil Money Penalty as determined by the following procedure for calculation Civil Money Penalties.
- **b)** The method of payment of the Civil Money Penalty available to the vendor.
- c) Discussion of all non-compliance issues, not just those that brought about the disqualification.

Also at the meeting, the vendor shall be advised of the following:

- a) Acceptance/payment of the Civil Money Penalty settles all past non-compliance issues, but does not relieve the vendor of its obligation to stay in compliance with the Contract they signed with the State Agency or to protect the vendor from future sanctions or disqualification for continued non-compliance. The vendor must resolve to correct any and all problems identified.
- **b)** The past violations settled by the Civil Money Penalty may be considered, at the discretion of the State Agency if additional violations of the same nature occur in the future.
- **c)** The vendor has fifteen (15) calendar days after the meeting to accept the alternative Civil Money Penalty in writing, in lieu of disqualification.
- d) The Civil Money Penalty settlement does not prohibit further WIC investigations.

Procedure for Calculating Money Payment

All Civil Money Penalties issued by the State Agency will be calculated using a standard formula for both federally mandated sanctions and State Agency sanctions. However, the penalty shall not exceed \$11,000 per violation or \$44,000 per single investigation, even if the formula indicates that a higher penalty is warranted. The formula is as follows:

Step I:	Determine the vendor's average monthly redemptions for at least the six (6) month period ending with the month immediately proceeding the month during which the notice of administrative action is dated. (Unusual circumstances may warrant a modification of the formula, i.e. vendor on the program for only three (3) months, etc)
Step II:	Multiply the average monthly redemptions figure by 10% (.10).
Step III:	Multiply the product from Step II by the number of months the vendor would have been disqualified.



Instances of other violations that have not yet reached disqualification action shall not be used to calculate the Civil Money Penalty. The calculation for the Civil Money Penalty shall be based solely on the disqualification period that brought about the action.

Example: The vendor is notified of a one-year disqualification starting October 20XX.

Appendix B IDAHO WIC PROGRAM – Civil Money Penalty Procedure

A Civil Money Penalty in lieu of disqualification would be calculated as follows:

Monthly redemption for at least the six (6) month period ending with the month immediately proceeding the month during which the notice of administrative action is dated:

September	\$ 4,650
August	4,075
July	5,120
June	5,580
May	4,890
April	<u>4,990</u>

Step I = Total
$$$29,305 \div 6$$
= \$4,884.17 monthly averageStep II = $$4,884.17 \times 10\%$ = \$488.42Step II = $$488.42 \times 12 \text{ months}$ = \$5,861.04

If the calculation results in an amount greater than \$11,000, then State Agency will impose the maximum amount of \$11,000 for each violation up to \$44,000 per *single investigation.

^{*}A single investigation could result in several violations.

Payment of Civil Money Penalties

The payment of the Civil Money Penalty must be made by one (1) of the following methods as determined by the State Agency. All payments (either lump sum or installment) shall be made by certified check or money order payable to the Idaho Department of Health & Welfare WIC Program and must include the vendor's name and WIC Vendor number. Payments must be sent by certified mail to:

Department of Health & Welfare Idaho WIC Program 450 West State Street, 1st Floor P.O. Box 83720 Boise, ID 83720-0036

- **a)** A lump sum payment of the Civil Money Penalty shall be received on or before the date the disqualification is to be effective or
- **b)** Installment payments of equal amounts, the total number of which cannot exceed one half the numbers of months of the disqualification, shall be paid with interest authorized by State law.

The first installment must be received by the State Agency on or before the date the disqualification was to be effective. The subsequent payments must be received on the first day of the month for all subsequent months until final payment is received. If a vendor fails to make any scheduled installment payment by the due date, the State Agency shall notify the vendor that the balance of the Civil Money Penalty is due within twenty (20) calendar days or the State will disqualify the vendor for the length of the disqualification corresponding to the violation for which the CMP was assessed (for a period corresponding to the most serious violation in cases where a mandatory sanction included the imposition of multiple CMPs as a result of a single investigation).

PARTICIPANT HARDSHIP

Policy. Participant hardship shall be the determining factor in assessing a Civil Money Penalty. It shall also be a contributing factor in the vendor evaluation criteria established. Participant access is not a legitimate or acceptable issue for a vendor to raise when appealing a State Agency disqualification.

Procedure. To be considered participant hardship rather than just "participant inconvenience," one of the following conditions must be indicated:

- 1. The vendor serves ten (10) or more WIC participants whose specific nationality could not properly be served by another authorized vendor located within the geographic area (defined below) due to a language barrier.
- 2. To receive WIC benefits, twenty (20) or more WIC participants would be required to travel to an authorized vendor in another geographic area (defined below).
- 3. Physical barriers or conditions which would make impossible normal travel to another authorized WIC vendor (for example, an unabridged river, an expressway, an airport, frequent road closing due to bad weather).
- 4. The participant has a physical handicap that cannot be accommodated by alternative vendors, (for example, the vendor in question has a wheelchair ramp while other vendors in the area are not so equipped and a wheelchair bound participant regularly shops at that vendor). For this condition to apply, the handicapped participant must have done more than half of the WIC shopping in the previous six (6) months at the vendor's location.

DEFINITIONS

Geographic Area – The travel in excess of fifteen (15) miles in a rural area from the local agency clinic or the participant's residence or a ten (10) block radius of the local agency clinic or the participant's residence in an urban area to reach an authorized vendor.